

## **GENERAL SURGEONS AGREEMENT**

### **PART 1 :**

#### **Between:**

The “Australian Medical Association (Western Australia) Incorporated” (“the AMA”).

The “Minister for Health incorporated as the Board of the hospitals formerly comprised in the Metropolitan Health Service Board, under s7 of the Hospitals and Health Services Act 1927 (WA)” (“the Employer”); and

#### **Made pursuant to:**

Clause 7. Agreement Flexibility of the Department of Health Medical Practitioners (Metropolitan Health Services) AMA Industrial Agreement 2007 ("the Industrial Agreement").

### **PART 2 :**

- (1) This Agreement details the special arrangements which will apply to General Surgeons who elect to participate in the Emergency General Surgery Roster.
- (2) This Agreement does not replace the Industrial Agreement but to the extent of any inconsistency this Agreement overrides the Industrial Agreement.
- (3) This Agreement shall remain in force whilst the Industrial Agreement continues to apply, provided that nothing shall prevent the parties agreeing in writing to amend or replace this Agreement during the life of the Industrial Agreement.
- (4) Except for Part 3, this Agreement applies only to the organisation and operation of the various Emergency General Surgery Rosters at Fremantle, Sir Charles Gairdner and Royal Perth hospitals.
- (5) Where a practitioner elects to participate in a Hospital’s Emergency General Surgery Roster prior to the commencement of that Roster, this Agreement will apply from the date of commencement of the Roster. Where a practitioner elects to participate after the commencement of the Roster, this Agreement will apply from the date that election is made.
- (6) The date of commencement of a Hospital’s Emergency General Surgery Roster will be the date on which the first Day Surgeon shift is worked or the date on which the first On-Call shift is worked which ever happens first.

**PART 3 : ANNUAL SALARY AND SESSIONAL RATES**

- (7) For full-time practitioners the annual salary, for work undertaken as a full-time practitioner in any metropolitan hospital, will be:

	Pay Point	3.25% First pay period on or after 01-Oct-10	4.00% First pay period on or after 01-Oct-11	4.50% First pay period on or after 01-Oct-12
General Surgeon Year 1	16	\$266,385	\$277,040	\$289,507
General Surgeon Year 2	17	\$273,613	\$284,557	\$297,362
General Surgeon Year 3	18	\$281,873	\$293,147	\$306,339
General Surgeon Year 4	19	\$291,165	\$302,812	\$316,438
General Surgeon Year 5	20	\$299,425	\$311,402	\$325,415
General Surgeon Year 6	21	\$309,750	\$322,140	\$336,636
General Surgeon Year 7	22	\$319,043	\$331,804	\$346,735
General Surgeon Year 8	23	\$329,368	\$342,542	\$357,957
General Surgeon Year 9	24	\$340,725	\$354,354	\$370,300

- (8) Each of the full-time rates prescribed in this part include payments which cover all “Arrangement A” professional development allowances, professional expenses allowances, private practice allowances, and private practice expense allowances.
- (9) For sessional practitioners the ordinary sessional rate to a maximum of five sessions per week, for work undertaken as a sessional practitioner in any metropolitan hospital, will be:

	Pay Point	3.25% First pay period on or after 01-Oct-10	4.00% First pay period on or after 01-Oct-11	4.50% First pay period on or after 01-Oct-12
General Surgeon Year 1	16	\$578	\$601	\$628
General Surgeon Year 2	17	\$593	\$616	\$644
General Surgeon Year 3	18	\$607	\$631	\$660
General Surgeon Year 4	19	\$623	\$648	\$677
General Surgeon Year 5	20	\$639	\$665	\$695
General Surgeon Year 6	21	\$657	\$683	\$714
General Surgeon Year 7	22	\$674	\$701	\$733
General Surgeon Year 8	23	\$693	\$721	\$753
General Surgeon Year 9	24	\$712	\$741	\$774

- (10) For sessional practitioners, the ordinary sessional rate, for sessions worked in excess of the five sessions per week, for work undertaken as a sessional practitioner in any metropolitan hospital, will be:

	Pay Point	3.25% First pay period on or after 01-Oct-10	4.00% First pay period on or after 01-Oct-11	4.50% First pay period on or after 01-Oct-12
General Surgeon Year 1	16	\$491	\$511	\$534
General Surgeon Year 2	17	\$506	\$526	\$550
General Surgeon Year 3	18	\$520	\$541	\$566
General Surgeon Year 4	19	\$536	\$557	\$582
General Surgeon Year 5	20	\$552	\$574	\$600
General Surgeon Year 6	21	\$569	\$592	\$618
General Surgeon Year 7	22	\$587	\$611	\$638
General Surgeon Year 8	23	\$606	\$630	\$659
General Surgeon Year 9	24	\$626	\$651	\$680

- (11) Each of the sessional rates prescribed in this part include payments which cover all “Arrangement A” professional development allowances, professional expenses allowances, private practice allowances, and private practice expense allowances. Private practice expense allowance is only paid on the first 5 sessions per week.
- (12) An election to participate in the Emergency General Surgery Roster constitutes an election of Arrangement A for all purposes of the Industrial Agreement.
- (13) A practitioner may withdraw from these arrangements by giving 6 months notice in writing to the Head of Department provided that a lesser period of notice may be agreed between the parties in particular cases.
- (14) Arrangement A income generated under this Agreement shall be retained by the hospital for hospital / departmental purposes.
- (15) (i) A full-time practitioner to whom this agreement applies shall be entitled to payment of bonus at the completion of each 12 months of applicable service.

	Annual Bonus	Annual Bonus	Annual Bonus
Level	2010	2011	2012
16	\$5,107	\$5,311	\$5,550
17	\$5,245	\$5,455	\$5,700
18	\$5,403	\$5,619	\$5,872
19	\$5,685	\$5,912	\$6,178
20	\$5,740	\$5,969	\$6,238
21	\$5,938	\$6,175	\$6,453
22	\$6,115	\$6,360	\$6,646
23	\$6,314	\$6,566	\$6,862
24	\$6,532	\$6,793	\$7,099

- (ii) The annual bonus is payable to part-time and sessional practitioners on a pro-rata basis.

- (iii) The annual bonus is payable to a practitioner, whose employment ceases in accordance with the provisions of the Industrial Agreement or who withdraws from these arrangement in accordance with Clause (11), on a pro-rata basis.
- (iv) There is no obligation or expectation that the annual bonus will be incorporated in any Agreement which replaces this Agreement.

**PART 4 : DAY SURGEON ROSTER**

- (16) (i) The hospital Day Surgeon roster will be:

Day Surgeon Shift	Shift Start		Shift End	
	Day	Time	Day	Time
1	Monday	8:00 AM	Monday	6:00 PM
2	Tuesday	8:00 AM	Tuesday	6:00 PM
3	Wednesday	8:00 AM	Wednesday	6:00 PM
4	Thursday	8:00 AM	Thursday	6:00 PM
5	Friday	8:00 AM	Friday	6:00 PM

- (ii) The hospital Day Surgeon Roster does not operate on Public Holidays.

- (17) A sessional practitioner shall be paid the following rate for each shift worked as a Day Surgeon.

	Pay Point	3.25% First pay period on or after 01-Oct-10	4.00% First pay period on or after 01-Oct-11	4.50% First pay period on or after 01-Oct-12
General Surgeon Year 1	16	\$1,735	\$1,804	\$1,885
General Surgeon Year 2	17	\$1,778	\$1,849	\$1,932
General Surgeon Year 3	18	\$1,821	\$1,894	\$1,979
General Surgeon Year 4	19	\$1,868	\$1,943	\$2,030
General Surgeon Year 5	20	\$1,917	\$1,994	\$2,084
General Surgeon Year 6	21	\$1,970	\$2,049	\$2,141
General Surgeon Year 7	22	\$2,023	\$2,104	\$2,198
General Surgeon Year 8	23	\$2,078	\$2,162	\$2,259
General Surgeon Year 9	24	\$2,137	\$2,223	\$2,323

- (18) Practitioners other than sessional practitioners shall be paid at the ordinary salary rate for each day worked as a Day Surgeon.

**PART 5 : ON-CALL ROSTER**

(19) The hospital emergency on-call roster will be:

(a) Ordinary Flat Rate On-Call Payment (Single shift of 10 or 14 hours)

	Shift	Start	Shift	End	3.25% First pay period on or after 01-Oct-10	4.00% First pay period on or after 01-Oct-11	4.50% First pay period on or after 01-Oct-12
1	Monday	6:00 PM	Tuesday	8:00 AM	\$671	\$698	\$729
2	Tuesday	6:00 PM	Wednesday	8:00 AM	\$671	\$698	\$729
3	Wednesday	6:00 PM	Thursday	8:00 AM	\$671	\$698	\$729
4	Thursday	6:00 PM	Friday	8:00 AM	\$671	\$698	\$729
5	Friday	6:00 PM	Saturday	8:00 AM	\$671	\$698	\$729
6	Saturday	8:00 AM	Saturday	6:00 PM	\$671	\$698	\$729
7	Saturday	6:00 PM	Sunday	8:00 AM	\$671	\$698	\$729
8	Sunday	8:00 AM	Sunday	6:00 PM	\$671	\$698	\$729
9	Sunday	6:00 PM	Monday	8:00 AM	\$671	\$698	\$729

(b) Public Holiday Flat Rate On-Call Payment (Single shift of 10 or 14 hours)

	Shift	Start	Shift	End	3.25% First pay period on or after 01-Oct-10	4.00% First pay period on or after 01-Oct-11	4.50% First pay period on or after 01-Oct-12
1	Monday	8:00 AM	Monday	6:00 PM	\$1,007	\$1,047	\$1,094
2	Monday	6:00 PM	Tuesday	8:00 AM	\$1,007	\$1,047	\$1,094
3	Tuesday	8:00 AM	Tuesday	6:00 PM	\$1,007	\$1,047	\$1,094
4	Tuesday	6:00 PM	Wednesday	8:00 AM	\$1,007	\$1,047	\$1,094
5	Wednesday	8:00 AM	Wednesday	6:00 PM	\$1,007	\$1,047	\$1,094
6	Wednesday	6:00 PM	Thursday	8:00 AM	\$1,007	\$1,047	\$1,094
7	Thursday	8:00 AM	Thursday	6:00 PM	\$1,007	\$1,047	\$1,094
8	Thursday	6:00 PM	Friday	8:00 AM	\$1,007	\$1,047	\$1,094
9	Friday	8:00 AM	Friday	6:00 PM	\$1,007	\$1,047	\$1,094
10	Friday	6:00 PM	Saturday	8:00 AM	\$1,007	\$1,047	\$1,094
11	Saturday	8:00 AM	Saturday	6:00 PM	\$1,007	\$1,047	\$1,094
12	Saturday	6:00 PM	Sunday	8:00 AM	\$1,007	\$1,047	\$1,094
13	Sunday	8:00 AM	Sunday	6:00 PM	\$1,007	\$1,047	\$1,094
14	Sunday	6:00 PM	Monday	8:00 AM	\$1,007	\$1,047	\$1,094

Note: 8.00 AM to 6:00 PM on-call shifts apply where an on-call shift is worked in lieu of a day surgeon shift on the public holiday.

(20) The on-call allowance for each shift is a flat rate as specified in sub-clause 19(b) on public holidays and as specified in sub-clause 19(a) on all other days irrespective of the on-call shift duration.

(21) A practitioner rostered on-call, who is called back to the hospital is paid (in addition to the prescribed Flat Rate On-Call payment) the same prescribed flat rate allowance for each call-back. If one attendance at the hospital is for a continuous period of more than 4 hours then an additional flat rate allowance is paid. If that attendance continues then payments are made for each subsequent 4 hour period of attendance as illustrated below.

Continuous Period of Attendance	Ordinary Call back Payment	Sunday Call back Payment	After Midnight Call Back Payment	Public Holiday Call Back Payments
	01-Jan-11	01-Jan-11	01-Jan-11	01-Jan-11
up to 4 hours	\$671	\$671	\$744	\$1,007
more than 4 hours but less than 8 hours	\$1,342	\$1,342	\$1,488	\$2,013
more than 8 hours but less than 12 hours	\$2,013	\$2,013	\$2,232	\$3,020
more than 12 hours but less than 16 hours	\$2,685	\$2,685	\$2,966	\$4,027
Continuous Period of Attendance	Ordinary Call back Payment	Sunday Call back Payment	After Midnight Call Back Payment	Public Holiday Call Back Payments
	01-Jan-12	01-Jan-12	01-Jan-12	01-Jan-12
up to 4 hours	\$698	\$735	\$840	\$1,047
more than 4 hours but less than 8 hours	\$1,396	\$1,470	\$1,680	\$2,094
more than 8 hours but less than 12 hours	\$2,094	\$2,205	\$2,520	\$3,141
more than 12 hours but less than 16 hours	\$2,792	\$2,940	\$3,360	\$4,188
Continuous Period of Attendance	Ordinary Call back Payment	Sunday Call back Payment	After Midnight Call Back Payment	Public Holiday Call Back Payments
	01-Jan-13	01-Jan-13	01-Jan-13	01-Jan-13
up to 4 hours	\$729	\$830	\$948	\$1,094
more than 4 hours but less than 8 hours	\$1,459	\$1,660	\$1,896	\$2,188
more than 8 hours but less than 12 hours	\$2,188	\$2,490	\$2,844	\$3,282
more than 12 hours but less than 16 hours	\$2,918	\$3,320	\$3,792	\$4,376

- (22) The flat rate on-call and call-back allowances are paid in substitution for all on-call and call-back allowances and for Shift, Weekend or Public Holiday Penalties which might otherwise be payable under the Industrial Agreement for the practitioners' rostered periods under this Agreement.
- (23) Where the Industrial Agreement provides that an entitlement to Shift, Weekend and Public Holiday Penalties or other penalty rate is calculated on the basis of a proportion of salary the reference salary rate shall remain the salary prescribed in the Industrial Agreement.

**PART 6 : OTHER ON-CALL COMMITMENTS**

- (24) The On-Call and Call-Back and Shift, Weekend or Public Holiday provisions of the Industrial Agreement shall apply to any other arrangements in which a practitioner may from time to time participate provided that the Industrial Agreement provisions do not apply in any instance that this Agreement applies.

**PART 7 : DAY SURGEON – SERVICE OBLIGATIONS OF PRACTITIONERS**

- (25) Provide Day Surgeon Cover as rostered by the Head of Department. This will be exclusive on site presence during the rostered period as a day surgeon at the rostering hospital (8 am till 6pm).

- (26) Withdraw from any other commitments in the public or private sector whilst providing Day Surgeon Cover.
- (27) Attend the hospital as rostered (8am till 6pm), and as Consultant oversee or manage the care of general surgical emergency patients awaiting review, referral, definitive management, treatment and surgery. Supervise and conduct a ward round of an acute surgical admission ward, where one exists, or is created at the hospital, and where one does not exist conduct a ward round of all general surgical emergency patients requiring review within the hospital during the period rostered as the day surgeon (8 am till 6pm).
- (28) Where practicable, take responsibility for the management of all general surgical Emergency patients admitted under General Surgery during the rostered period as the day surgeon whether coming in during the period you are rostered, or having being admitted previously, and those referred by another unit, requiring emergency management or surgery during the that period.
- (29) Where practicable take to theatre all general surgical emergency cases which are ready for; or deemed necessary for surgery during the period, and oversee (including where required calling in another surgeon), or perform these operations during that period, on site.
- (30) Supervise on site the running of the emergency theatre at the hospital as it pertains to general surgery cases.
- (31) Provide a handover of general surgical patients requiring emergency care, or concern, as appropriate to the next shift consultant at the end of your day surgeon shift.
- (32) Review surgical referrals that may occur on the day in a timely fashion, give a written or oral opinion, or take over care from the referring unit where appropriate.,
- (33) Take over care of any patient that falls within your area of surgical expertise as agreed with the referring team.
- (34) Where the Head of Department is satisfied that a practitioner, rostered as the Day Surgeon, must leave the hospital in order to personally attend to a clinical emergency at another facility (i.e. where there is a clear and present danger of loss of life or limb), the Head of Department will release the Day Surgeon from duty for the period reasonably required to attend to the emergency.

#### **PART 8 : ON-CALL – SERVICE OBLIGATIONS OF PRACTITIONERS**

- (35) Provide Emergency General Surgery On-Call Roster cover as rostered by the Head of Department.
- (36) Withdraw from any other on-call or availability arrangements in the public or private sector whilst providing Emergency General Surgery On-Call Roster cover.
- (37) Attend as appropriate the hospital when recalled, by a registrar, anaesthetist, Emergency Dept physician, ICU consultant, or other Medical or Surgical unit within the hospital.

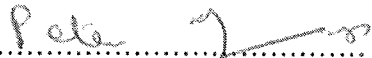
- (38) Where practicable take responsibility for the management of all general surgical emergencies whether coming in during the period on-call, or having being admitted previously and those referred by another unit, requiring emergency management or surgery during the that period.
- (39) Where practicable, take to theatre all general surgical emergency cases which are ready for, or deemed necessary for surgery during that period and oversee including where required calling in another surgeon, or perform these operations during that period.
- (40) When rostered on weekends on-call, the practitioner will conduct a daily ward round of all general surgical emergency patients needing review, management, treatment and surgery, or referred, and all patients under the practitioners care. Routine weekend ward rounds will not be paid as a call back because compensation is included in the flat rate on-call payment. If in the course of a daily ward attendance the immediate needs of patients are such the attendance extends beyond one hour the practitioner is entitled to claim the attendance as a call-back.
- (41) The service obligations on public holidays are the same as those for weekends.

## **PART 9 : EMPLOYER OBLIGATIONS**

- (42) Clause 31A : Staffing of the Industrial Agreement applies to this Agreement and accordingly:
  - (1) Medical staffing levels shall be determined by the employer, having regard to contemporary benchmarking and best practice parameters.
  - (2) Where a practitioner:
    - (a) resigns, is terminated, transfers or otherwise vacates a position; and
    - (b) the employer determines that the position will be filled,  
  
action to fill the vacancy shall be commenced, in consultation with the Head of Department, as soon as reasonably practicable.
- (43) Clause 51: Introduction of Change and Clause 52: Dispute Settling Procedures of the Industrial Agreement apply to this Agreement and major changes in the production, programme, organisation structure or technology of surgical services shall be addressed by the parties' in accordance with these provisions.
- (44) The Head of Department may, subject to Clause 52: Dispute Settling Procedures of the Industrial Agreement, suspend the application of these arrangements to an individual practitioner if he is satisfied that the practitioner is not sustaining their participation in the Emergency General Surgery Roster. In this event the prevailing Industrial Agreement will apply in lieu of these arrangements.

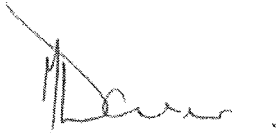


PART 10 :

  
.....

23/5/2011  
...../...../.....

Peter Jennings  
Deputy Executive Director  
on behalf of the Australian Medical Association (Western  
Australia) Incorporated

  
.....

23 5 2011  
...../...../.....

Marshall Warner  
Director Health Industrial Relations Service